



2025 PROPOSAL FOR SERVICES

Prepared for: City of Lima

Prepared by: Lima Memorial Occupational Health

Lima Memorial Health System Center for Occupational Health is pleased to present this proposal for services ("Proposal"). We provide comprehensive occupational medicine services at our clinics and at employer sites by trained professionals to assist organizations like yours to promote the health, safety and wellness of your employees. As such, we offer the following services:

Worker's Compensation Injury Care - BWC Fee Schedule, Hepatitis B Series

Department of Transportation Physical, General Physical, Bomb Squad Physical, Fire and Police

Funds Physical, Annual Fire Physical

Pricing for these services can be found on the attached Lima Memorial Health System Center for Occupational Health Charge List (subject to annual review). We are confident our proposed services will effectively address your needs, and it is our goal to exceed all of your expectations. Our vast experience and track record in Occupational Health makes us an invaluable partner in the health, safety and wellness of your organization. We look forward to working with your organization.

This Proposal and any subsequent agreement are subject to the Lima Memorial Health System Center for Occupational Health Terms and Conditions. A copy is attached to this Proposal.

If the terms contained in this Proposal are acceptable, please sign the signature block indicated below and return to Lima Memorial Health System Center for Occupational Health. Please contact Janelle E. Knippen if you have any questions regarding this Proposal.

Company Contact:

Signature: Janelle E. Knippen, CCMA

Date: 04/08/2025

By: Janelle E. Knippen, CCMA
Supervisor of Occupational Health

REVISED

8:41 am, Apr 17, 2025

Janelle E. Knippen

Supervisor, Occupational Health Dept.

LIMA MEMORIAL HEALTH SYSTEM

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Approved per Charter §73
Subject to C.O.L. §288.04
Anthony L. Geiger, Law Director
Per Department Request

Ady L. Geiger

I certify that the money required to meet this obligation has been lawfully appropriated or authorized for such purpose and is in the treasury or in the process of collection from previous certification as required by Sec. 6103.41 R.C. of Ohio and Sec. 504 Charter of the City of Lima.

City Auditor

Lima Memorial Health System Center for Occupational Health Terms and Conditions

The following constitutes the Lima Memorial Health System Center for Occupational Health ("LMHS") Terms and Conditions. As used herein, "Client" shall be used to the company for which LMHS is providing services. LMHS and Client may be collectively referred to herein as the "parties" or referred to individually as a "party". "Agreement" refers to these Terms and Conditions and the proposal to which these Terms and Conditions are attached.

Term: The "Term" of this Agreement will be for one (1) year, beginning on the date the Agreement is signed by the Client. Thereafter, the Agreement shall automatically renew for up to four (4) additional one (1) year periods unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or any anniversary of the end of the initial term. Either party may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other party.

Payment: Payment shall be made to LMHS within thirty (30) days from date of invoice from LMHS. If payment is not made within thirty (30) days from date of invoice, interest shall accrue on the outstanding balance at a rate of one and one-half percent (1.5%) per month until paid in full. If LMHS is required to initiate collection proceedings to collect any unpaid amounts, Client shall be responsible for all costs of collection, including but not limited to, court costs and attorneys' fees.

Confidentiality: Strict confidentiality will be adhered to at all times. LMHS will only disclose information to designated Client representatives, to individuals or entities with written permission of the Client employee or pursuant to a court order (as applicable). Client represents and warrants that all Client employees have signed a consent form to allow LMHS to disclose test results to Client representatives. A copy of such consent form shall be provided to LMHS prior to disclosure of test results.

Entire Agreement: This Agreement represents the entire understanding and agreement between the parties concerning the services contemplated herein, and supersedes all prior or contemporaneous oral or written representations, understandings and agreements concerning same. Modification of, or supplements to, this Agreement shall be effective only if made in writing and signed by the parties hereto.

Assignment. Neither party may assign this Agreement without the prior written consent of the other party; however, LMHS shall be permitted to assign this Agreement to an LMHS affiliate without consent of

Client. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

Governing Law. This Agreement shall be deemed to have been made and shall be construed in accordance with the laws of the State of Ohio, without application of conflicts of laws provisions.

Indemnification. Client hereby agrees to indemnify and save harmless LMHS, its affiliates and their respective directors, officers, employees and volunteers from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorneys' fees and witness' fees, to the extent caused by the negligence or willful misconduct of Client or any employees or agents of Client, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of LMHS, its affiliates or any of their respective directors, officers, employees, volunteers or independent contractors.

Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement.

Waiver. The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights under this Agreement, and each party may at any time demand strict and complete performance by the other party of the terms, conditions and covenants of this Agreement.

Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the State of Ohio, Allen County. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

Captions. Any captions contained herein or in the Agreement are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.